

**CHICKASAW NATION LAW ENFORCEMENT COMMISSION  
AGREEMENT**

**FILED**

FEB 21 2023

**PREAMBLE**

**OKLAHOMA SECRETARY  
OF STATE**

*WHEREAS*, the Chickasaw Nation possesses a reservation recognized as “Indian Country” for purposes of criminal law enforcement, as that term is defined at 18 U.S.C. § 1151 (“Chickasaw Nation Indian Country”). See *Proclamation from the Office of the Governor of the Chickasaw Nation* (Mar. 11, 2021); *Bosse v. Oklahoma*, PCD-2019-124 (Okla. Ct. Crim. App., Mar. 11, 2021); cf. *McGirt v. Oklahoma*, No. 18-9526 (U.S.S. Ct., Jul. 9, 2020).

*WHEREAS*, the Office of the District Attorney for District No. 22 (“Department”) is authorized pursuant to Okla. Stat. Ann. tit. 19, § 215.35A, to employ investigators certified by the Council on Law Enforcement Education and Training (“CLEET”) to exercise criminal law enforcement authority as “*peace officers*,” as such term is defined by Oklahoma law, within Chickasaw Nation Indian Country;

*WHEREAS*, in forming and entering this Agreement, our intent is to coordinate and provide mutual support for purposes of effective law enforcement throughout Chickasaw Nation Indian Country in the interest of general public safety;

*WHEREAS*, Oklahoma has enacted 21 O.S. § 99a(D), vesting Tribal officers with *Oklahoma Peace Officer* status by providing “a tribal law enforcement officer of a federally recognized Indian tribe who has been commissioned by the Federal Bureau of Indian Affairs and has been certified by the Council on Law Enforcement Education and Training shall have state police powers to enforce state laws . . . in Indian Country.”

*WHEREAS*, the Chickasaw Nation is party to the 2005 master cross-deputation agreement (“2005 Master Cross-Deputation Agreement”), establishing processes for Tribal, State, and Local law enforcement officers to obtain U.S. Bureau of Indian Affairs *Special Law Enforcement Commissions* for purposes of enforcing Federal law within Chickasaw Nation Indian Country and which 2005 Master Cross-Deputation Agreement additionally recognizes Chickasaw Nation’s authority to authorize non-Chickasaw law enforcement officers to enforce Tribal law within Chickasaw Nation Indian Country;

*WHEREAS*, Chickasaw Nation Tribal Legislature General Res. Nos. 22-007 (Nov. 20, 2004) and 23-064 (May 19, 2006) support the Chickasaw Nation’s entry into agreements with non-Chickasaw law enforcement agencies as “necessary to carry out the enforcement of tribal or other potentially applicable laws in the Indian Country of the Chickasaw Nation”;

052357

*WHEREAS*, Chickasaw Nation Executive Ord. No. 21-01 (Mar. 11, 2021) directs Chickasaw Nation Lighthouse to “update its policies and procedures relating to the cross-commissioning of non-Tribal police as Chickasaw Lighthouse Police officers,” with support from Chickasaw Nation Department of Governmental Affairs and Partnership and legal counsel;

*WHEREAS*, issuing ***Chickasaw Nation law enforcement commissions*** to non-Chickasaw law enforcement officers acting within Chickasaw Nation Indian Country serves the shared governmental interest of the parties hereto to provide effective law enforcement throughout Chickasaw Nation Indian Country in the interest of general public safety.

*NOW, IN CONSIDERATION THEREOF*, the Chickasaw Nation and Department agree as follows:

#### ***TERMS OF AGREEMENT***

1. After entry to this Agreement, Department shall provide Chickasaw Nation a list of Department’s full-time investigators presently certified by CLEET and authorized to enforce Oklahoma law.
2. In addition to any commissions already established and implemented consistent with the 2005 Master Cross-Deputation Agreement and earlier Chickasaw Nation authorizations, all of Department’s full-time and CLEET-certified investigators who are authorized to enforce Oklahoma law, shall have a ***Chickasaw Nation Law Enforcement Commissions***, which commission empowers each investigator so commissioned to enforce Chickasaw Nation law within Chickasaw Nation Indian Country as a Chickasaw Nation Lighthouse officer; *provided*, each investigator so commissioned shall—
  - a. participate in trainings on Chickasaw Nation law and process, as prescribed by Chickasaw Nation Lighthouse and conducted in coordination with Department;
  - b. be bound by Chickasaw Nation Lighthouse standards and procedures with respect to the performance of Chickasaw Nation law enforcement functions;
  - c. cooperate and coordinate with Chickasaw Nation Lighthouse and assigned prosecutors with respect to actions taken within the scope of the commission; and
  - d. remain commissioned for so long as—
    - i. the investigator remains in the Department’s full-time employment and in good standing with his or her CLEET certification; or

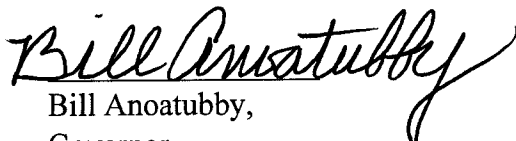
- ii. the Chickasaw Nation suspends or terminates the investigator's commission by written notice to the Department and investigator.
3. To facilitate implementation of this Agreement, Department shall annually provide to the Chickasaw Nation an update to the list required by ¶1 and a report showing each investigator's completion of his or her annual training requirements and good standing with Department. Upon Department's request, the Chickasaw Nation shall cause commission cards annually to issue to qualifying investigators; *provided*, possession of a commission card shall not be necessary to legally effectuate any commission.
4. This Agreement ratifies and documents that all Department's investigators who satisfy the requirements of ¶2, above, are duly commissioned for purposes of enforcement of Chickasaw Nation law within Chickasaw Nation Indian Country in accord with this agreement, and the Chickasaw Nation shall cause this agreement to be published for purposes of public notice.
5. This Agreement relates to the performance of Tribal self-governance functions (25 U.S.C. § 450, et seq.), and the Federal Tort Claims Act ("FTCA") should address liability for claims arising from acts taken in the enforcement of Chickasaw Nation law within Chickasaw Nation Indian Country. Additionally, the Chickasaw Nation maintains insurance to address liability for claims arising from acts taken in the enforcement of Chickasaw Nation law within Chickasaw Nation Indian Country and shall cause Department and Department's commissioned investigators to be named as additional insureds on such additional coverage for such purposes; *provided*, such additional coverage shall not be available for claims arising from acts taken by an investigator commissioned in accord with this Agreement if the claim has been adjudicated as covered by the FTCA.
6. Department and Chickasaw Nation Lighthorse will coordinate and cooperate in good faith with respect to implementing this Agreement, meeting regularly for such purposes, and Department will work with Chickasaw Nation Office of Governmental Affairs and Partnerships with respect to any dispute that may arise hereunder or to any amendment or revision proposed hereto. Each party shall ensure the other has current contact information for all persons appropriate for handling matters relating to or otherwise for purposes of implementing this Agreement.
7. As they may deem appropriate, the parties may amend or revise this Agreement in a writing approved and executed by both.
8. This Agreement shall remain in force and effect, as it may from time to time be amended or revised, until it is terminated by either or both parties on one hundred eighty (180) days' written notice; *provided*, no termination shall be effective for any purpose until the

completion of the notice period, nor shall such termination have any effect on actions taken during the period in which the Agreement was in force and effect.

9. Nothing herein, including acts taken in accord with ¶¶5&6, waives nor shall it be deemed to have waived the sovereign immunity of the Chickasaw Nation for any purpose.
10. All parties recognize that Department has limited resources and will provide assistance under this Agreement based on availability of resources. Department shall at all times retain the right to respond or not respond in its sole discretion.
11. Chickasaw Nation and Department hereby acknowledge and agree that each shall provide workers compensation insurance and/or other sufficient coverage under applicable tribal or state law, respectively, for its own employees.

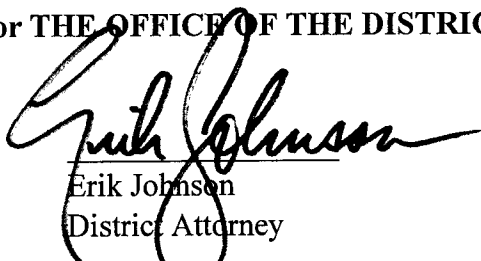
*APPROVED*

For THE CHICKASAW NATION

  
Bill Anoatubby,  
Governor

Date: FEB 16 2023

For THE OFFICE OF THE DISTRICT ATTORNEY FOR DISTRICT NO. 22

  
Erik Johnson  
District Attorney

Date: 02/15/2023